

**B I D   A D D E N D U M   0 1**

The attention of bidders submitting proposals for the subject project noted above is called to the following Addendum to the Contract Forms and Specifications.

The items set forth herein, whether of omission, addition, substitution or clarification, are to be included in and form a part of the proposal submitted.

THE NUMBER OF THIS ADDENDUM MUST BE ENTERED IN THE SPACE PROVIDED ON THE BID PROPOSAL FORM.

This Addendum consists of the following information:

<b>Part 1</b>	<b>Division 00, Bidding and Contract Requirements</b>	
Part 2	Technical Changes, Architectural, Structural and Civil.....	NOT USED
Part 3	Technical Changes, Mechanical, Electrical and Plumbing .....	NOT USED
Part 4	Drawing Changes, Architectural and Civil.....	NOT USED
Part 5	Drawing Changes, Structural.....	NOT USED
Part 6	Drawing Changes, Mechanical, Electrical and Plumbing.....	NOT USED
Part 7	Clarifications.....	NOT USED
<b>Part 8</b>	<b>New Issues – List of Included Documents</b>	

<b>Part 1</b>	<b>Division 00, Bidding and Contract Requirements</b>
1.	<b>REPLACE SPEC SECTION 002100 Invitation and Instructions to Bidders for Single Prime Contract</b>

<b>Part 8</b>	<b>New Issues – List of Included Documents</b>
1.	<b>002100 Invitation and Instructions to Bidders MULTI PRIME</b> 8 pages

End of Addendum

## SECTION 002100 - INVITATION AND INSTRUCTIONS TO BIDDERS

### 1.1 OWNER, PROJECT, ARCHITECT, BID PROCEDURE

- A. The Owner, Nyack Union Free School District, located at 13A Dickinson Avenue, Nyack NY 10960 invites sealed bids for the **Old Nyack High School Boiler Replacement** project as described in the accompanying contract documents as prepared by KG+D Architects, P.C. located at 285 Main Street: Mt. Kisco, NY 10549.
- B. Bids shall be received at the District Office **by May 27, 2025 at 3:00 PM**, Local Prevailing Time, in accordance with the New York State Public Bidding Laws. This project will be executed under a MULTIPLE PRIME CONTRACTs as identified noted below:
- **Contract #1 – Plumbing**
  - **Contract #2 – Mechanical**
  - **Contract #3 – Electrical**
- C. The attention of all bidders is directed to the fact that a single set of documents exist for the construction of the Project as a whole. Work on each sheet, or within any technical specification section may or may not have an effect on the work of any single Contractor. Failure on the part of any Contractor to examine all documents will not be cause for additional cost to the Owner.

### 1.2 DISCREPANCY

- A. Should any bidder find any discrepancies in, or omission from, the Contract Documents, or should the bidder be in doubt as to the meaning of any portion of said documents, they shall at once notify the Architect and obtain an interpretation or clarification prior to submission of their bid.
- B. Any request for interpretation or clarification given in accordance with this provision shall be in writing.
- C. The bidder may, during the bidding period, be advised by addendum of additions, deletions, or alterations in any of the documents forming a part of this Contract. All such additions, deletions or alterations shall be included in the work covered by the bid and shall become a part of this Contract.

Upon such mailing or delivery and making available for inspection, such addendum shall become a part of the Contract Documents and shall be binding on all Bidders whether or not the Bidder receives or acknowledges the actual notice of such addendum.

The requirements contained in all Contract Documents shall apply to all addenda.

**CUTOFF DATE FOR RECEIPT OF REQUESTS FOR INFORMATION (RFI'S)  
SHALL BE 5:00 PM on May 22, 2025**

- D. RFIs shall be submitted in writing via email to the Architect, Attn: [Sarah Dirsasdirsa@kgdarchitects.com](mailto:sdirsa@kgdarchitects.com)

- E. Only interpretations, corrections or additional Contract provisions made in writing by the Architect as addenda shall be binding. No officer, agent or employee of the Owner or the Architect is authorized to explain or to interpret the Contract Documents by any other method and any such explanation or interpretation, if given, shall not be relied upon by the Bidder.

1.3 REPRESENTATION - Each bidder, by making their bid, represents that -

- A. They have read and understands the Bidding Documents (consisting of the Project Manual, Drawings and Addenda (if any)) and their Bid is made in accordance therewith.
- B. They have visited the site and have familiarized themselves with the conditions under which the work is to be performed.
- C. All materials to be incorporated in the work shall be "asbestos free" in their manufacture.

1.4 DOCUMENTS

Bidders may obtain the Bid Documents from Biddy (formerly known as REVplans) Complete digital sets of Bidding Documents, drawings and specifications, may be obtained online as a download at the following website: [revplans.biddyhq.com](http://revplans.biddyhq.com). The fee to download digital files is \$100.00. Click the Purchase button on the project's page to choose Digital Only, Hard Copy Only or Both. Follow instructions to create an account or login if already registered. All bidders are urged to register to ensure receipt of all necessary information, including Bid Addenda.

1.5 INFORMATIONAL MEETING - All bidders are advised that an informational meeting will be held as follows:

- A. Date – **April 30, 2025,**
- B. Local Prevailing Time – **2:00 PM**
- C. Location **Old Nyack High School, 131 N. Midland Ave. Nyack, NY 10960**
- D. Any and all questions that may arise as a result of this meeting will be recorded and answered by the Addendum process.

**NOTE: ALL BIDDERS WILL BE PRESUMED TO HAVE FULL KNOWLEDGE OF THE SITE, AND ALL INFORMATION AVAILABLE AT THE PRE-BID WALK THROUGH. NO EXTRA COST OR TIME EXTENSIONS WILL BE GRANTED BECAUSE OF LACK OF KNOWLEDGE OF ON SITE CONDITIONS, APPARENT, OR DATA AVAILABLE DURING THE WALK THROUGH.**

1.6 BIDDING

- A. Sealed bids, with the name and address of the Bidder contained thereon, will be received at the District Office **by May 27, 2025 at 3:00 PM**, Local Prevailing Time at which time all bids will be opened publicly and read aloud.
- B. All bids shall be submitted in duplicate on the Proposal Forms provided within the specifications and shall be submitted in an opaque sealed envelope with the following contained thereon:
  - 1. Old Nyack High School Boiler Replacement
  - 2. Type of Construction.
  - 3. Name of Bidder.
  - 4. Mark "SEALED BID".
- C. All spaces on Proposal Form must be completed. All signatures shall be in ink and

in longhand.

- D. No oral or telephonic proposals or modifications of proposals will be considered.
- E. Any proposals containing exceptions or modifications may, at the Owner's option, be disqualified.

#### 1.7 QUALIFICATIONS OF BIDDER

- A. The Owner may make such investigation as the Owner deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work.
- B. Bidders shall furnish to the Owner all information and data required by the Owner, including complete financial data, within the time and in the form and manner required by the Owner.
- C. The Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Owner that the Bidder is responsible or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

#### 1.8 POST BID PROCEDURES

- A. The responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Owner through the Architect may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work.
- B. When requested by the Architect, bidders shall furnish all information and data required by the Owner, including financial data, within the time and in the form and manner required by the Owner. Upon notification from the Architect, the three apparent low bidders shall furnish within three (3) working days after the bid opening four (4) copies of the following information in writing:
  - 1. a signed and notarized bidder qualification statement (see Section 004513);
  - 2. the names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project;
  - 3. the bidder's proposed site safety plan;
  - 4. a bar chart showing the bidders' proposed plan and schedule to complete the bidder's work in accordance with the phasing milestones outlined in Section 011000;
  - 5. the insurance certificates required by the Bid Documents;
  - 6. a proposed schedule of values for the bidder's work;
  - 7. a proposed list of submittals and a proposed schedule for making them, all keyed to the bar chart.
- C. After receipt of the above information, the Architect will designate a time and place for a meeting between the Owner, the Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility and qualifications.
- D. The Owner reserves the right to disapprove the use of any proposed Subcontractor and in such event the bidder shall submit the name of another Subcontractor in like manner within the time specified by the Architect.
- E. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the

Contract or to complete the Work as contemplated. The Owner will consider the information received under paragraphs A through D above in determining whether or not to accept a proposal.

- F. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
- G. Any bidder whose proposal is accepted will be required to sign the Trade Contract within ten (10) days after receiving notice of acceptance.
- H. In the event that the Owner should reject the proposal of a bidder as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the next lowest bidder and to consider the information as provided in paragraphs A through D above. In the event that the proposal of the next lowest bidder is rejected as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

#### 1.9 APPROVAL OF SUBCONTRACTORS

- A. When requested by the Owner, Bidders shall, within the time specified by the Owner, submit to the Owner the names of the Subcontractors which the Bidder proposes to use on the project.
- B. The Owner reserves the right to disapprove of the use of any proposed Subcontractor and in such event the Bidder shall submit the name of another Subcontractor in like manner within the time specified by the Owner.
- C. The Owner reserves the right to reject any bid if the names of proposed Subcontractors are not submitted as required.

#### 1.10 SECURITY AND BONDS (Coordinate with Section 006100)

- A. Every bid shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the Contract Sum drawn by a recognized surety authorized to conduct business in the State of New York and made payable to the Owner.
  - 1. Bid Security shall be submitted in a separate sealed envelope clearly identifying the company and project as well as the name and address of the Surety Company.
  - 2. Each Bond must be accompanied by a Power of Attorney, giving names of Attorneys-in-fact, and the extent of their bonding authority. All bonds shall be countersigned by a resident Agent and with a Surety Company or Corporation meeting the following qualifications:
    - a. Surety must be licensed to do business in the State of New York.
    - b. Surety shall be listed on the current U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority" from the Secretary of the Treasury under the Act of Congress approved July, 30, 1974 (6 U.S.C., Sec. 6-13), as Acceptable Sureties on Federal Bonds.
    - c. Surety must meet minimum rating requirements as published in current "Best's Key Rating Guide" as listed in the attachment to Section 006100.
    - d. Limitations:
      - Bonding limits or bonding capacity refers to the limit or amount of bond acceptable on any one project.

- The bonding limit for each contractor shall not exceed the amount listed on the above referenced U.S. Treasury Department List for the Surety issuing the bond.
    - e. All Surety companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
    - f. Compliance: In the event any of the requirements outlined herein are not complied with, the Owner shall have the right to reject the bid or annul the Award of the Contract.
  - B. Bid security will be returned to all except the three lowest bidders, after formal analysis and evaluation of bids. No bid will be withheld beyond the forty-five (45) day period stipulated above.
  - C. Remaining bid security will be returned to bidders after Owner and successful bidder have executed the Agreement and the Owner has received and approved performance and payment bonds.
  - D. If the required agreement has not been executed within the specified period of time after the bid opening, bid security of any bidder will be returned upon his request, provided he has not been notified of acceptance of his bid prior to the date of his request.
  - E. Separate Performance and Payment Bonds will be required for the work. Each shall be in the amount of 100% of the Contract price.
  - F. The Contractors shall include in their proposal amounts the total premiums for the performance and labor and material payment bonds as set forth in Section 006100.
- 1.11 TAX STATUS (Coordinate with Article 3.6 of Section 007000 (AIA A232))
- A. The Owner, Nyack Union Free School District, is an educational non-profit institution and is therefore "tax-exempt" in accordance with the applicable laws of the State of New York and with Chapter 32 of the Internal Revenue Code, as most recently amended, for collection of all sales and excise taxes.
  - B. Exemption Certificates will be furnished to each Respective Prime Contractor.
- 1.12 INSURANCE
- A. Insurance as required by Article 11 of the General Conditions and as set forth in the Insurance Rider (Section 007002) shall be required of each Respective Prime Contractor and shall be of forms and limits required therein.
- 1.13 EQUIVALENCY CLAUSE (Coordinate with Section 012500)
- A. When in the project manual/specifications, two or more kinds, types, brands, or manufacturers of materials are named they are regarded as establishing the required standard of quality and not for the purpose of limiting competition.
  - B. The contractor may select one of these items or, if the contractor desires to use any kind, type, brand, manufacturer or material other than those named in the specification, he shall, in accordance with the instructions set forth in "Post-Bid Requirements" herein, identify within three (3) days after bid submission, but in any event prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item following procedures set forth in Section 012500.
  - C. Failure to so identify the perceived "equivalencies" will not relieve contractor from providing the specified items.

1.14 AWARD OF CONTRACT

- A. This notice is an offer to receive proposals for a contract and not an offer of a contract.
- B. The award of the Contract shall be made to the Bidder submitting the lowest bid if, in the opinion of the Owner, such Bidder is qualified to perform the Work involved, is responsible and reliable.
- C. Alternates, if stated in the Proposal Form, shall be chosen at the discretion of the Owner when awarding the Contract. The lowest bid will then be determined by adding to, or subtracting from, to the bidder's total base bid, all Alternates chosen by the Owner.
- D. The Bidder agrees to commence work within ten (10) days of receipt of a Notice to Proceed, Letter of Intent, and/or Execution of Contract whichever is earlier.
- E. The Owner reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received or to afford any Bidder an opportunity to remedy any informality or irregularity if it is in the Owner's interest to do so.
- F. The award of the Contract shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of operations of a Bidder is either adequate or suitable for the satisfactory performance of the Work or that other data supplied by a Bidder is accurate.

1.15 LAWS AND REGULATIONS

- A. All applicable Federal, State, County, Municipal or other laws, orders, ordinances, rules and regulations of all Authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract and shall be deemed to be included in the Contract as if fully set forth therein at length.
- B. This project is subject to wage determination as issued by the Department of Labor. Reference Section 004643.
- C. In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, (2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act".

1.16 ARREARS

- A. No bids will be accepted from, or contracts awarded to, any person, persons, firms or vendors who are in arrears to the Municipality upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Municipality.

1.17 NONDISCRIMINATION

- A. Notwithstanding implementation of the Owner's Affirmative Action Plan, if any, all Contractors and Subcontractors of all tiers and vendors will be required to comply with all provisions of the Civil Rights Act of 1964, Executive Order 11246 of 24 September 1965 and the relevant "Laws", "Acts" rules, regulations and orders of the Labor Department of the State of New York as amended.
- B. Liquidated Damages may be assessed for each and every calendar day that the work is not complete, after the above stated time for total completion of the work at the rates established in the General Conditions, Section 007000.

1.18 TIME OF COMPLETION AND CHANGES TO THE WORK

- A. Work set forth in the Contract Documents shall commence as stated in written Notice to Proceed, Letter of Intent or execution of the Contract (whichever is earlier) and shall be completed within the time stated in Section 011000 from said Notice, Letter, or Execution (whichever is earlier).
- B. Unless otherwise provided in the Contract Documents, costs for the purposes of a Change Order shall be limited to the following:
  - 1. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owners Representative and Architect;
  - 2. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
  - 3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
  - 4. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
  - 5. Costs of supervision and field office personnel directly attributable to the change.
- C. The allowance for overhead and profit included in the total cost to the Owner shall be based on the following schedule:
  - 1. For the Contractor, for Work performed by the Contractor's own forces, mark-up shall not exceed 10 percent of the value of overhead and profit.
  - 2. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
  - 3. For each Subcontractor, or Sub-subcontractor involved, for Work performed by that Subcontractor's own forces, mark-up shall not exceed 10 percent of the value of overhead and profit.
  - 4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
- D. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. Back-up data will be required to be submitted as well, in the form of proposals from subcontractors and/or written quotes for materials and equipment.

#### 1.19 *CONTRACTOR AND SUBCONTRACTOR REGISTRATION WITH THE NYSDOL*

In accordance with NYS Labor Law Section 220-i, the Contractor is required to register with the NYS DOL, specifically with the DOL Bureau of Public Work and Prevailing Wage Enforcement, prior to submission of a bid and must include their Certificate of Registration with the bid submission. This proof of registration as required by Labor Law Section 220-i is a minimum qualification and failure to provide proof of registration will disqualify a bidder.



8 May 2025  
BID ADDENDUM #1  
SED No. 50-03-04-03-0-003-019

Nyack Union Free School District  
Old Nyack High School  
Boiler Replacement

Contractors shall also note that subcontractors are required to be registered as required by Labor Law Section 220-i before commencing work on this project.

**\*\*End of Invitation and Instructions\*\***